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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - HUNTERDON COUNTY
DOCKET NO.: L-179-98
Civil Action

JAMES W. WOOD,

Plaintiff

v.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

Defendant

COMPLAINT AND JURY DEMAND

The plaintiff, James Wood, residing at 30 Rittenhouse Circle, Flemington, Hunterdon County, New Jersey by way of Complaint against the defendant, The Prudential Insurance Company of America, says that:

1. Plaintiff was employed by defendant, The Prudential Insurance Company of America (hereinafter "Prudential,"), for a period of approximately 23 years, from June of 1974 through May of 1997. During this time, the plaintiff was employed both as an insurance agent, and as an insurance sales manager. Throughout this entire 23 year period, the plaintiff obtained a variety of awards and distinctions, and was recognized accordingly, on various occasions, as a distinguished and highly successful member of the Prudential insurance sales, and sales management staff.

2. Nevertheless, in early 1996, the plaintiff learned that he was being "investigated" by defendant Prudential. Then, in May of 1997, he received the letter attached hereto as Exhibit A, purporting to terminate his employment with defendant Prudential because of his alleged "violations" of company policy, in connection with the sale of insurance. In pertinent part, this letter accused Mr. Wood, inter alia, of misappropriating approximately twelve hundred dollars, from money that was paid to him by a client, as a payment of premiums due on the client's insurance policy.

3. Nevertheless, defendant Prudential either knew, or recklessly failed to learn, that the funds in question were *not* misappropriated, but had been deposited by defendant Prudential into its own bank account. Additionally, the remaining alleged violations were either false as well, and completely fabricated, or grossly exaggerated, and were merely a pretext for the real reason that the defendant decided to terminate the plaintiff's employment.

4. In fact, the real reason that defendant Prudential terminated the employment of the plaintiff was its knowledge that, because he was fifty-one years old, and had more than twenty years of service with Prudential, plaintiff Jim Wood was about to become eligible for full retirement benefits. Defendant Prudential knew that the vesting of those benefits would require it to continue to be responsible for the medical expenses of the plaintiff and of his dependents, including the plaintiff's son, Matthew Wood.

5. Significantly, in December of 1991, the plaintiff's son, Matthew Wood, was involved in a serious automobile accident, and sustained serious personal injuries, including severe head and brain injuries, that have required extremely expensive and intensive medical treatment and rehabilitation therapy, costing millions of dollars. Because the plaintiff was nearing retirement age, and in fact defendant Prudential was planning to lower the early

retirement age, the defendant knew that, unless it terminated the employment of plaintiff James W. Wood *before* he was eligible for retirement, upon his retirement its obligation to provide for the medical expenses of the plaintiff's son, Matthew, would become permanent, and continue throughout Matthew's entire lifetime, thereby costing defendant Prudential, in all likelihood, additional millions of dollars to cover his medical expenses. By terminating the employment of plaintiff James W. Wood *before* he reached early retirement age, defendant Prudential was able to reduce any further obligation to fund the medical expenses of his son, Matthew Wood, to a period of only 18 months, as required under "COBRA" coverage for terminated employees, and to deprive the plaintiff of other retirement benefits he would be entitled to, upon reaching retirement age.

6. Moreover, upon information and belief, shortly after the defendant terminated the employment of plaintiff James W. Wood, it provided a copy of the termination letter attached hereto as Exhibit A, to the Department of Insurance of the State of New Jersey. Alternatively, and/or in addition thereto, defendant Prudential provided to the New Jersey Department of Insurance another written document describing the same violations alleged in the letter attached hereto as Exhibit A, including the allegation that plaintiff James W. Wood had misappropriated twelve hundred dollars belonging to an insurance client. In fact, however, defendant Prudential

knew, or should have known that plaintiff James W. Wood did *not* misappropriate any funds, and in fact the funds in question had been in the bank account of defendant Prudential all along. Nevertheless, in reckless disregard for the true facts, defendant Prudential proceeded to accuse plaintiff James Wood of misappropriating the funds in question, and proceeded to terminate the plaintiff's employment, and to provide the State of New Jersey, and/or other authorities with false information, and false allegations of wrongdoing on the part of Mr. Wood, despite its knowledge of the true facts. Upon information and belief, defendant Prudential still has taken no steps whatsoever to remedy its publication, and/or circulation of information falsely accusing the plaintiff of misappropriating the funds of an insurance client, and of its other alleged "violations."

FIRST COUNT

7. Plaintiffs repeat the allegations of paragraphs #1 through #6 of this Complaint, as if more fully set forth herein.

8. Defendant's conduct was willful, wanton, intentional, and malicious, and engaged in with wanton and willful disregard for the welfare of plaintiff James W. Wood, and of his legal rights.

9. Plaintiff's age was a determinative factor in Defendant's harassment, and callous treatment of the plaintiff in the final year of his employment with Defendant, and in its ultimate termination of plaintiff as described herein. Defendant's conduct as hereinabove set forth constituted discrimination against the plaintiff on the basis of age, in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

WHEREFORE plaintiff demands judgment against defendant Prudential for:

a. Payment for lost wages and benefits;
b. Compensatory damages;
c. Damages for humiliation, pain and suffering;
d. Punitive damages;
e. Prejudgment interest;
f. Costs and disbursements, including reasonable attorney's fees; and
g. Such other relief as the Court deems just and proper.

SECOND COUNT

10. Plaintiff repeats each and every allegation of Paragraphs #1 through #9 as if set forth at length herein.

11. Defendant's conduct as hereinabove described was defamatory, constituted libel and slander, and

has resulted in the defamation of the plaintiff, James W. Wood, by the circulation of false allegations accusing the said plaintiff of misappropriating funds, and other alleged "violations" of law which were in fact either false, or the direct result of his compliance with the policies which defendant insisted that its sales agents implement, and follow in connection with the sale of insurance in New Jersey.

12. The actions of defendant Prudential in circulating and publicizing the false accusations of wrongdoing on the part of the plaintiff, James W. Wood, were wanton, willful, malicious, intentional, and made with wanton disregard for the truth, and wanton disregard for the welfare of the plaintiff, and his dependents, including his son, Matthew Wood.

WHEREFORE plaintiff, James W. Wood demands judgment against defendant Prudential for:

a. Payment for lost wages and benefits;
b. Compensatory damages;
c. Damages for humiliation, pain and suffering;
d. Punitive damages;
e. Prejudgment interest;
f. Costs and disbursements, including reasonable attorney's fees; and
g. Such other relief as the Court deems just and proper.

THIRD COUNT

13. Plaintiff repeats each and every allegation of Paragraphs #1 through #12 as if set forth at length herein.

14. The actions of defendant Prudential were outrageous, by reason of the defendant's use of false and defamatory allegations of wrongdoing as a pretext for the termination of plaintiff, after almost twenty-five years of employment, and its efforts to deprive plaintiff and his dependents of retiree benefits including, inter alia, retiree medical insurance coverage which defendant Prudential knew full well was desperately needed by plaintiff and his dependents.

15. The outrageous conduct of defendant Prudential constitute the tort of outrageous misconduct, and entitles plaintiff to an award of punitive damages, as well as compensatory damages for the emotional distress caused by such wrongdoing.

WHEREFORE plaintiff James W. Wood, demands judgment against defendant Prudential for:

a. Payment for lost wages and benefits;
b. Compensatory damages;
c. Damages for humiliation, pain and suffering;
d. Punitive damages;
e. Prejudgment interest;
f. Costs and disbursements, including

reasonable attorney's fees; and

g. Such other relief as the Court deems just and proper.

FOURTH COUNT

16. Plaintiff repeats each and every allegation of Paragraphs #1 through #15 as if set forth at length herein.

17. The actions of defendant Prudential complained of herein were in violation of the New Jersey Constitution of 1947, Art. I, ¶ 1.

JURY DEMAND

Plaintiff requests a trial by jury on all issues raised in his Complaint, which are triable by jury.

CERTIFICATION

Pursuant to Rule 4:5-1, the undersigned certifies that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-1, G. Martin Meyers, Esq. is hereby designated as trial counsel in the within litigation.
Dated: March 18, 1998

MEYERS & MILEWSKI, P.C.

By: s/_____
G. Martin Meyers, Esq.
Attorney for Plaintiff

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Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

Hon.
Civil No. 98-CV-2487 (AET)
Civil Action

JAMES WOOD and KAREN WOOD, individually and as Guardians ad Litem of MATTHEW WOOD, incompetent,

Plaintiffs,

v.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

Defendant.

COMPLAINT AND JURY DEMAND

James Wood and Karen Wood, individually and as Guardians ad Litem for the legally incompetent plaintiff Matthew Wood, who is disabled, by way of Complaint against the defendant, The Prudential Insurance Company of America, say that:

I. JURISDICTION AND VENUE

1. Plaintiffs James Wood, Karen Wood and Matthew Wood are residents of the State of New Jersey, residing at 30 Rittenhouse Circle, Flemington, Hunterdon County, New Jersey. Defendant Prudential Insurance Company of America ("Prudential") is a corporation with its principal place of business in this district. This action is brought pursuant to 29 U.S.C.A. § 1132, which provides for exclusive jurisdiction in the federal courts for actions arising under the Employee Retirement Income Security Act of 1974 ("ERISA").

2. Venue in this matter is proper in this district court in that defendant Prudential Insurance Co. of America transacts business in this district, and maintains its principal place of business in Newark, NJ.

II. FACTUAL ALLEGATIONS

3. Plaintiff was employed by defendant, The Prudential Insurance Company of America (hereinafter "Prudential"), for a period of approximately 23 years, from June of 1974 through May of 1997. During this time, the plaintiff was employed both as an insurance agent, and as an insurance sales manager. Throughout this entire 23 year period, the plaintiff obtained a variety of awards and distinctions, and was recognized accordingly, on various occasions, as a distinguished and highly successful member of the Prudential insurance sales, and sales management staff.

4. Nevertheless, in early 1996, the plaintiff learned that he was being "investigated" by defendant Prudential. Then, in May of 1997, he received the letter attached hereto as Exhibit A, purporting to terminate his employment with defendant Prudential because of his alleged "violations" of company policy, in connection with the sale of insurance. In pertinent part, this letter accused Mr. Wood, inter alia, of misappropriating approximately twelve hundred dollars, from money that was paid to him by a client, as a payment of premiums due on the client's insurance policy.

5. Defendant Prudential either knew, or recklessly failed to learn, that the funds in question were *not* misappropriated, but had been deposited by defendant

Prudential into its own bank account. Additionally, the remaining alleged violations were either false as well, and completely fabricated, or grossly exaggerated, and were merely a pretext for the real reason that the defendant decided to terminate the plaintiff's employment.

6. In fact, the real reason that defendant Prudential terminated the employment of the plaintiff was its knowledge that, because he was fifty-one years old, and had more than twenty years of service with Prudential, plaintiff Jim Wood was about to become eligible for full retirement benefits. Defendant Prudential knew that the vesting of those benefits would require it to continue to be responsible for the medical expenses of the plaintiff and of his dependents, including the plaintiff's son, Matthew Wood.

7. Significantly, in December of 1991, the plaintiff's son, Matthew Wood was involved in a serious automobile accident, and sustained serious personal injuries, including severe head and brain injuries, that have required extremely expensive and intensive medical treatment and rehabilitation therapy, costing millions of dollars. Because the plaintiff was nearing retirement age, and in fact defendant Prudential was planning to lower the early retirement age, the defendant knew that, unless it terminated the employment of plaintiff James W. Wood *before* he was eligible for retirement, upon his retirement its obligation to provide for the medical expenses of the plaintiff's son,

Matthew, would become permanent, and continue throughout Matthew's entire lifetime, thereby costing defendant Prudential, in all likelihood, additional millions of dollars to cover his medical expenses. By terminating the employment of plaintiff James W. Wood *before* he reached early retirement age, defendant Prudential was able to reduce any further obligation to fund the medical expenses of his son, Matthew Wood, to a period of only 18 months, as required under "COBRA" coverage for terminated employees, and to deprive the plaintiff of other retirement benefits he would be entitled to, upon reaching retirement age.

8. As the wife and son, respectively, of plaintiff James Wood, plaintiffs Karen Wood and Matthew Wood are and at all times relevant hereto were, beneficiaries of the employee retirement plans, and employee retirement benefits which defendant Prudential Insurance Company wrongfully withheld from plaintiff James Wood, and of the medical benefits which plaintiff James Wood would have attained had he been allowed to retire by defendant.

FIRST CLAIM

9. Plaintiffs repeat the allegations of paragraph #1 through #6 of this Complaint, as if more fully set forth herein.

10. Defendant's conduct was willful, wanton,

intentional, and malicious, and engaged in with wanton and willful disregard for the welfare of plaintiff James W. Wood, and of his legal rights in violation of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C.A. § 1001 et seq., and intentionally designed to interfere with his attainment of retirement benefits he was clearly entitled to receive.

WHEREFORE plaintiffs demand judgment against defendant Prudential for:

a. Restitution of all medical and retirement benefits due and improperly denied to plaintiff under his benefits contract with defendant;

b. Declaratory judgment setting forth plaintiff's future rights under the terms of his benefits plan with defendant;

c. An Order of this Court enjoining any and all violations of plaintiff's rights under ERISA by defendant;

d. Enforcement of all of plaintiff's rights under his benefits plan and under ERISA; and

e. Such other relief as is available under 29 U.S.C.A. § 1001 et seq. or which the Court

deems just and proper.

SECOND CLAIM

11. Plaintiffs repeat each and every allegation of Paragraphs #1 through #13 as if set forth at length herein.

12. Defendant's conduct as hereinabove set forth constituted discrimination against plaintiff Matthew Wood, incompetent, beneficiary of the medical and retirement benefits complained of herein, on the basis of his serious and ongoing mental and physical disability, in violation of the Americans with Disability Act (ADA), 42 U.S.C.A. § 12101 et seq., as amended.

WHEREFORE plaintiffs demand judgment against defendant Prudential for:

a. Payment for lost wages and benefits;
b. Compensatory damages;
c. Damages for humiliation, pain and suffering;
d. Punitive damages;
e. Prejudgment interest;
f. Costs and disbursements, including reasonable attorney's fees; and
g. Such other relief as may be available under 42 U.S.C.A. § 12101 et seq., and 29 U.S.C.A. § 1001 et seq., or which the Court deems just and proper.

JURY DEMAND

Plaintiffs request a trial by jury on all issues, raised in this Complaint, which are triable by jury.

Dated: May 26, 1998

MEYERS & MILEWSKI, P.C.

By: s/_____

G. Martin Meyers, Esq.
Attorney for Plaintiff
5833